| AMENI   | DMENT OF SOLICITATION/MO  | ODIFICATION OF CO               | NTRACT   | 1. CONTRACT ID CODE                          | PAGE OF PAGES<br>1 of 21 |  |
|---|---|---------------------------------|--|--|--------------------------|--|
|   | OMENT/MODIFICATION NO.  01  | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO                      | 5. PROJECT NO. (If applicable                |                          |  |
| 6. ISSUED BY CODE U.S. Department of Labor ETA Office of Youth Services and Job Corps 61 Forsyth Street, SW, Room 6T95 Atlanta, Georgia 30303 |   |                                 | 7. ADMINISTERED BY (If other to                      | han Item 6) CODE                             |                          |  |
|   | E AND ADDRESS OF CONTRA<br>POTENTIAL OFFERORS - FOR   |                                 |  | 9A. AMENDMENT OF S<br>NO.<br><b>94019000</b> | SOLICITATION             |  |
|   | ADMISSION SERVICES  |                                 |  | 9B. DATED (SEE ITEM 11) <b>July 6, 2003</b>  |                          |  |
|   |   |                                 |  | 10A. MODIFICATION OF CONTRA                  | ACT/ORDER NO.            |  |
| CODE  |   | FACILITY CODE                   |  | 10B. DATED (SEE ITEM 13)                     |                          |  |
| CODE  |   |                                 | PPLIES TO AMENDMENTS OF SOLICIT                      | ATIONS                                       |                          |  |
| Offers must<br>(a) By cor<br>separate le<br>DESIGNA<br>amendmen   | X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended X is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  (a) By completing Items 8 and 15, and returning copies of the amendment; _X (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                                 |  |  |                          |  |
| 12. ACCC  | UNTING AND APPROPRIATION DA   | TE (If required) - Not App      | licable  |  |                          |  |
|   |   |                                 | LY TO MODIFICATIONS OF CONTRACT/ORDER NO. AS DESCRIB |  |                          |  |
| ()  | ( ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |                                 |  |  | ONTRACT ORDER            |  |
|   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).   |                                 |  |  | nying office)            |  |
|   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |                                 |  |  |                          |  |
|   | D. OTHER (Specify type of modification and authority)   |                                 |  |  |                          |  |
| E. <b>IMP</b> (   | ORTANT: Contractor X is not,  | _is required to sign th         | is document and return N/A copie                     | es to the issuing office.                    |                          |  |
| 14. DESC  |   |                                 | section headings, including solicitation/conf        |  |                          |  |

1. This amendment is issued to amend the RFP, provide potential offerors the questions and responses and other pertinent information from the Pre-Proposal conference held June10, 2003.

| Remove              | <b>Replace</b> | <u>Comments</u>  |
|---------------------|----------------|--|
| Section F-2 page 12 | page 12        | Annual Arrival by Month  |
| Section G-1C page16 | page 16        | Payment and Payment Due Date                                   |
| Section G-6 page 21 | page 21        | Liquidated Damages For Placements Found To Be Invalid is not   |
|                     |                | Applicable   |
| Section J-4 page 44 | page 44        | Revised 2110   |
| Section J-5 page 45 | page 45        | CTS is Not Applicable  |
| Section J-6 page 46 | page 46        | Item 1. Outreach and Admissions should read Applicable Item 2. |
|                     |                | Career Transition Service (CTS) should read Not Applicable     |
| Section J-7 page 47 | page 47        | Job Corps Publications List                                    |

(continued on page 2)

| except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect |  |                                    |                 |
|---|--|------------------------------------|-----------------|
| 15A. NAME AND TITLE OF SIGNER (Type or Print)   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |                                    |                 |
|   | D. E. SCOTT, CONTRACTING OFFICER                           |                                    |                 |
| 15B. CONTRACTOR/OFFEROR   | 15C. Date Signed   | 16B. UNITED STATES OF AMERICA BY   | 16C.Date Signed |
|   |  |                                    |                 |
| (Signature of person authorized to sign)  |  | (Signature of Contracting Officer) |                 |

Amendment No.1 RFP No. 94019000 Florida Outreach and Admission Page <u>2</u> of 21

| Remove                  | Replace     | Comments   |
|-------------------------|-------------|--|
| Section J-8 page 48     | page 48     | State corrected on the Workforce Investment Plan         |
| Section J-9 page 49     | page 49     | The due date is 7/18/03                                  |
| Section J-11 page 54    | page 54     | Government Property Listing should read                  |
| Section J-12 page 55    | page 55     | Wage Determinations                                      |
| Section J-14 page 57    | page 57     | Geographical Assignment Plan Revised                     |
| Section J-15 page 58    | page 58     | Zone of Influence should read N/A.                       |
| Section J-16 page 59    | page 59     | Job Corps Policy and Requirements Handbook (PRH) website |
|                         |             | changed  |
| Section K-4 pages 80-81 | pages 80-81 | FAR clause 52.209-5 changed                              |
| Section L-5 page89      | page 89     | 10:00am./p.m should read 10:00a.m                        |
| Section L-6 page 90     | page 90     | Submission of proposal                                   |
| Section L-6 page 92     | page 92     | Outreach / Admission check the applicable box            |

## SECTION F. DELIVERIES OR PERFORMANCE

## **F.1 TYPE OF CONTRACT**

A. This is a **Cost Plus Fixed Fee (CPFF)** Contract with a 2 year base period.

## F.2 PERIOD OF PERFORMANCE

A. The term of the contract is for a base period of 2 years with three 1-year unilateral option periods. The contractor shall provide Outreach/Admissions and, Career Transition Services (N/A) during the period of September 1, 2003 through August 31, 2005 and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA contract for the month of N/A.

## B. <u>Input Schedule</u>: X Applicable Not Applicable

| Annual Arrival by Month |      |        |       |  |
|-------------------------|------|--------|-------|--|
| Month                   | Male | Female | Total |  |
| January                 | 133  | 92     | 225   |  |
| February                | 133  | 92     | 225   |  |
| March                   | 133  | 92     | 225   |  |
| April                   | 133  | 92     | 225   |  |
| May                     | 133  | 92     | 225   |  |
| June                    | 133  | 92     | 225   |  |
| July                    | 70   | 70     | 140   |  |
| August                  | 133  | 92     | 225   |  |
| September               | 133  | 92     | 225   |  |
| October                 | 133  | 92     | 225   |  |
| November                | 133  | 92     | 225   |  |
| December                | 69   | 41     | 110   |  |
| TOTAL                   | 1469 | 1031   | 2500  |  |

## 2. Estimated Average Operation Cost

| PERIOD OF PERFORMANCE                          | ESTIMATED COST<br>PER STUDENT YEAR |
|--|------------------------------------|
| SEPTEMBER 1, 2003 THROUGH AUGUST 31, 2004      | \$                                 |
| SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005      | \$                                 |
| Estimated Average Cumulative Student Year Cost | \$                                 |

## B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

| Cost Category              | Amount |
|----------------------------|--------|
| Outreach/Admissions        | \$     |
| Career Transition Services | \$     |
| TOTAL                      | \$     |

| It is estimated that the above-listed available | e funds will cover the period      |
|---|------------------------------------|
| through   | Fixed fee shall be paid out of the |
| outreach/admissions and career transition se    | rvices funding.                    |

## C. Payment and Payment Due Date

#### 1. Allowable Costs

In accordance with Clause 52.216-7, Allowable Costs and Payment , the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, Indirect Cost Rates , Indirect Cost Rates shall be negotiated by the Department of Labor's Office of Cost Determination or other cognizant audit agency.

Indirect Costs applicable to this contract shall be calculated by applying a provisional, negotiated, or proposed rate to bases as shown below:

#### G.5 OPTIONS

## A. Contract Terms and Conditions for Options

The Contracting Officer shall analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to outcome measurement standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and quality assessments.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option shall not be exercised. If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

## B. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government shall exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-22, Limitation of Funds. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, shall not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment shall be considered.

## G.6 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

The contractor shall be held financially responsible for the costs associated with placements found to be Invalid, and shall be required to reimburse the governments in the amount of N/A per invalid placement.

## Page 6 of 21

| Financ | ial Display by Year (ETA 2110 OA/CTS format) | 1 <sup>st</sup> YEAR | 2 <sup>nd</sup> YEAR | TOTAL<br>BASE | 1 <sup>st</sup> OPTION | 2 <sup>nd</sup> OPTION | 3 <sup>™</sup> OPTION | TOTAL 5-Year<br>CONTRACT |
|--------|--|----------------------|----------------------|---------------|------------------------|------------------------|-----------------------|--------------------------|
| OUTF   | REACH/ADMISSIONS                             |                      |                      |               |                        |                        |                       |                          |
| 01     | O/A Personnel Expense                        |                      |                      |               |                        |                        |                       |                          |
| 02     | Staff Travel/Training Expense                |                      |                      |               |                        |                        |                       |                          |
| 03     | GSA Vehicle Rental Expense                   |                      |                      |               |                        |                        |                       |                          |
| 04     | Facilities Expense                           |                      |                      |               |                        |                        |                       |                          |
| 05     | Equipment Expense                            |                      |                      |               |                        |                        |                       |                          |
| 06     | Media/Advertising Expense                    |                      |                      |               |                        |                        |                       |                          |
| 07     | Indirect Administrative Expense              |                      |                      |               |                        |                        |                       |                          |
| 08     | Contractor Fee                               |                      |                      |               |                        |                        |                       |                          |
| 09     | Other Expense                                |                      |                      |               |                        |                        |                       |                          |
| 10     | TOTAL O/A EXPENSE (Lines 01-09)              |                      |                      |               |                        |                        |                       |                          |
| CARE   | ER TRANSITION SERVICES                       |                      |                      |               |                        |                        |                       |                          |
| 11     | CTS Personnel Expense                        |                      |                      |               |                        |                        |                       |                          |
| 12     | Staff Travel/Training Expense                |                      |                      |               |                        |                        |                       |                          |
| 13     | GSA Rental Expense                           |                      |                      |               |                        |                        |                       |                          |
| 14     | Facilities Expense                           |                      |                      |               |                        |                        |                       |                          |
| 15     | Equipment Expense                            |                      |                      |               |                        |                        |                       |                          |
| 16     | Media/Advertising Expense                    |                      |                      |               |                        |                        |                       |                          |
| 17     | Indirect Administrative Expense              |                      |                      |               |                        |                        |                       |                          |
| 18     | Contractor's Fixed Fee                       |                      |                      |               |                        |                        |                       |                          |
| 19     | Contractor's Incentive Fee                   |                      |                      |               |                        |                        |                       |                          |
| 20     | Other Expense                                |                      |                      |               |                        |                        |                       |                          |
| 21     | TOTAL CTS EXPENSE                            |                      |                      |               |                        |                        |                       |                          |
| 22     | TOTAL OA/CTS EXPENSE                         |                      |                      |               |                        |                        |                       |                          |

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## **Attachment J-5 Staffing Chart**

| OUTREACH, ADMISSIONS & CAREER<br>TRANSITION SERVICES | NUMBER | REMARKS |
|--|--------|---------|
| OA & CTS Director                                    |        |         |
| OA Manager   |        |         |
| Admissions Counselor                                 |        |         |
| OA Clerk   |        |         |
| Career Transition Services Manager                   | N/A    |         |
| Career Transition Services Specialist                | N/A    |         |
| Career Transition Services Clerk                     | N/A    |         |
| Total OA & CTS Personnel                             |        |         |

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## STAFF RESOURCE FORMS

## 1. Outreach and Admissions

Provide an OA staffing schedule showing, for each staff position, hours and days worked and workload

## 2. Career Transition Service (CTS)- N/A

Provide a CTS staffing schedule showing, for each staff position, hours and days worked and graduate/former enrollee workload.

## **ATTACHMENT J-7**

## JOB CORPS PUBLICATIONS LIST

- 1. Job Corps Federal Regulations 20 CFR 670, July 1990
- 2. Policy and Requirements Handbook http://jcweb.jobcorps.org7108/documents/docu.htm

## ATTACHMENT J 8

## STATE OF FLORIDA WORKFORCE INVESTMENT PLAN (Provided at the pre-proposal Conference)

**Project Manager:** 

Contract Value: \$

Work Performance Period:

Address:

## Attachment J-9 (page 1 of 4)

# Past Experience Confirmation Questionnaire Florida Job Corps Center

| To Whom it May Co                                   | oncern:                                 |  |                 |
|---|---|--|-----------------|
| We  | ela)                                    | ase print the company name as it will appea                        | ar on the       |
|   | •                                       | responding to the Department of Labor RFP # 9                      |                 |
| • •   |   | e of Florida Outreach and Admissions Servic                        |                 |
|   |   | <del>-</del>   |                 |
| The Department of Laboratory                        | or is placing increased emphasis in th  | eir procurements on past performance as a so                       | urce selection  |
| factor. They are requiri                            | ing that clients of entities responding | to their solicitations be identified and their partic              | cipation in the |
| evaluation process be r                             | equested. Therefore, we are requesting  | g that you provide the following information rega                  | arding our      |
| performance on the cor                              | ntract identified below. Please comp    | lete Sections B-G of this Questionnaire and ret                    | urn it directly |
| to the address shown b                              | elow no later than July 18, 2003.       |  |                 |
| By my signature below, performance on the reference | •                                       | orps, Region III  ditional inquiries by the Department of Labor re | garding our     |
| (Signature)   | ſΓ                                      | rate)  |                 |
| (Title)  A. Contract Identify                       | ing Information:                        |  | 7               |
|   |   |  | _               |
| Offeror:  |   |  |                 |
| Project Title:                                      |   |  |                 |
| Contracting Officer:                                |   | Phone No.  |                 |

Phone No.

FAX No.

49

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Attachment J-11 Government Property Listing

| Property                 | Inventory                    |
|--------------------------|------------------------------|
| TOSHIBA SATELLITE LAPTOP | LASERJET 1200 PRINTER SERIAL |
| SERIAL NUMBER            | NUMBER                       |
| 71015947JU               | CNBRH 41873                  |
| 71015191JU               | SG92413291                   |
| 71015968JU               | CNBBH41864                   |
| 71015178JU               | CN88258947                   |
| 71015063JU               | CNBRH41871                   |
| 12659273                 | SG910130QY                   |
| 71015925JU               | CNBB260721                   |
| 71015682JU               | CNBB258949                   |
| 71015983JU               | CNBB243450                   |
| 71015949JU               | CNBB260702                   |
| 71015005JU               | CN88207509                   |
| 71015978JU               | CNBB243451                   |
| 71015936JU               | CNBB243444                   |
| 71015776JU               | CNBB258932                   |
| 71015987JU               | CNBRH41865                   |
| 71015927JU               | CNBRH41860                   |
| 71015901JU               | CNBRH41863                   |
| 71015980JU               | CNBB258954                   |
| 71015932JU               | CNBB26Q709                   |
| 71015165JU               | CNBB257536                   |
| 71015959JU               | CNBB256453                   |
| 71015502JU               | CNBB243447                   |
| 71015970JU               | CNBB258962                   |
| 71015944JU               | CNBRJ14171                   |
| 71015692JU               | CNBB260699                   |
| 71015255JU               | CNBB258912                   |
| 71015173JU               | CNBB259687                   |
| 71015957JU               | CNBRJ14115                   |
| 71015136JU               | CNBRC82135                   |
| 71015115JU               | CNBB087501                   |

## SERVICE CONTRACT ACT WAGE DETERMINATIONS Statewide for Florida

Wage Determination No.: 1994-2120

**Revision No.:** 16

**Date of Last Revision: 8/02/2002** 

Wage Determination No.: 1994-2119

**Revision No.: 20** 

**Date of Last Revision: 8/02/2002** 

Wage Determination No.: 1994-3007

**Revision No.: 3** 

**Date of Last Revision: 6/07/2002** 

Wage Determination No.: 1994-3008

**Revision No.: 3** 

Date of Last Revision: 6/04/2002

Wage Determination No.: 1994-2113

**Revision No.: 22** 

Date of Last Revision: 7/15/2002

Wage Determination No.: 1994-2122

**Revision No.: 18** 

Date of Last Revision: 9/25/2002

Wage Determination No.: 1994-2121

**Revision No.: 23** 

Date of Last Revision: 9/25/2002

## **Attachment J-14**

## **Geographical Assignment Plan**

| CENTER NAME   | MALE<br>RESIDENTAL | MALE NON-<br>RESIDENTAL | FEMALE<br>RESIDENTAL | FEMALE NON-<br>RESIDENTIAL |
|---------------|--------------------|-------------------------|----------------------|----------------------------|
| **KENTUCKY    | 950                | 0                       | 245                  | 0                          |
| CENTER**      | 750                | O                       | 2-10                 | · ·                        |
| *TBD* SEE     | 0                  | 0                       | 0                    | 0                          |
| BELOW         |                    |                         |                      |                            |
| JACKSON       | 70                 | 37                      | 70                   | 37                         |
| GAINESVILLE   | 226                | 3                       | 140                  | 10                         |
| HOMESTEAD     | 40                 | 10                      | 160                  | 6                          |
| MIAMI         | 20                 | 19                      | 22                   | 28                         |
| TURNER        | 25                 | 0                       | 116                  | 0                          |
| BRUNSWICK     | 35                 | 0                       | 35                   | 0                          |
| ATLANTA       | 0                  | 0                       | 50                   | 0                          |
| JACOBS CREEK  | 29                 | 0                       | 20                   | 0                          |
| SCHENCK       | 25                 | 0                       | 5                    | 0                          |
| LBJ           | 6                  | 0                       | 8                    | 0                          |
| OCONALUFTEE   | 10                 | 0                       | 10                   | 0                          |
| UNASSIGNED    | 0                  | 0                       | 33                   | 0                          |
| TOTAL         | 1436               | 69                      | 914                  | 81                         |
|               |                    |                         |                      |                            |
| **TENTATIVE** | ******             | ******                  | ******               | ******                     |
| DISTRUBTION   |                    |                         |                      |                            |
| OF STUDENTS   |                    |                         |                      |                            |
| CLEMENTS      | 600                |                         | 100                  |                            |
| MUHLENBERG    | 100                |                         | 40                   |                            |
| FRENCHBURG    | 40                 |                         | 20                   |                            |
| PERKINS       | 60                 |                         | 20                   |                            |
| PINE KNOT     | 50                 |                         | 15                   |                            |
| WHITNEY YOUNG | 100                |                         | 50                   |                            |
| TOTAL         | 950                |                         | 245                  |                            |

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**Attachment J-15** 

Zone of Influence (Not Applicable)

Page 16 of 21 **Attachment J-**

## **JOB CORPS POLICY AND REQUIREMENTS HANDBOOK (PRH)**

(Is available at the Job Corps website http://jcweb.jobcorps.org7108/documents/docu.htm)

- **(a) Definition.** Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- **(b) Representation.** Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it  $\square$  is a women-owned business concern.

## K.4 52.209-5--CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

A. The Offeror certifies, to the best of its knowledge and belief, that –

| ( | i) | The Offeror | and/or an | y of its | Principals |
|---|----|-------------|-----------|----------|------------|
|   |    |             |           |          |            |

- (1) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have □ have not □, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (3) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A(i)(2) of this provision; and

(ii)

- (1) The offeror, aside from the offenses enumerated in paragraphs A(i)(1), (2) and (3) of this provision, has □ has not □ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-
  - (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
  - (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
  - (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a shallful violation of law.
- (2) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph A of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## K.5 52.219-1--SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **5619900**.
- (2) The small business size standard is **\$6M**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

## (b) Representations.

- (1) The offeror represents as part of its offer that it  $\square$  is,  $\square$  is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it □ is, □ is not a women-owned small business concern.

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B. The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

#### L.5 ADDITIONAL INSTRUCTIONS

### A. Standard Form 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier shall be treated as hand-delivered proposals.

## B. <u>Disposition of Proposals</u>

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed.

## C. <u>Pre-Proposal Conference</u>

All technical and contractual questions concerning this proposed procurement shall be answered at a Pre-Proposal Conference to be held on <u>June 10, 2003</u> at <u>10:00 am.</u> local time, at the Job Corps Regional Office located at <u>61</u> <u>Forsyth Street Atlanta, GA 30303</u>.

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference. All questions at the conference must be in writing

### D. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

#### E. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

#### F. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <a href="http://jcweb.jobcorps.org7108/documents/docu.htm">http://jcweb.jobcorps.org7108/documents/docu.htm</a> Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

### L.6 SUBMISSION OF PROPOSALS

#### A. General

The government will use a two-step process for submission of proposals. Initial proposals will be submitted in written format, as described below. In accordance with FAR 52.215-1, award may be made on the basis of initial proposals.

In the event that the government determines that discussions with offerors are necessary, a competitive range will be established. Offerors determined to be within the competitive range will be required to make an oral presentation, as described in Section L.5.C, below.

#### **Initial Proposal Submission**

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached.

| PART | SECTION  | FORMAT  | PAGE     | Copies |
|------|--|---------|----------|--------|
|      |  |         | LIMIT    |        |
| 1    | Technical Proposal                               | Written | 40       | 4      |
| 2    | Staff Resources Proposal                         | Written | 10       | 4      |
| 3    | Past Performance and Experience                  | Written | 5        | 2      |
| 4    | Cost Justification –Business Management Proposal | Written | No Limit | 2      |
| 5    | Transition/Phase-out                             | Written | No Limit | 2      |

Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits shall be considered non-responsive, and shall be removed from consideration.

Sections of the proposal shall be separately bound and submitted in the format indicated in the Specific Instructions, below. Written sections of the proposal shall be submitted as follows:

a. Page Size: 8½ x 11" with at least 1" margins on all sides

b. Type Size: 12 pitch or larger

c. Page Numbering: Pages consecutively numbered within each sectiond. Page Count: Title pages, tables of contents, and section dividers not

included in count

e. Format: Two-column format is allowable

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|  | a. | Outreach / | Admissions | $(\boxtimes$ | applicable | not applicable | (: |
|--|----|------------|------------|--------------|------------|----------------|----|
|--|----|------------|------------|--------------|------------|----------------|----|

### 1) Outreach:

By responding to the following questions, describe your outreach, marketing and public education plan to maintain a positive public image, develop strong community partnerships and attract suitable applicants.

- a) What methods will you use to market Job Corps to promote a positive public image for the program?
- b) What specific outreach techniques will you use to attract and recruit eligible applicants?
- c) How will you establish and maintain mutually beneficial partnerships with communities, organizations, employers and State and local workforce development systems? How will those relationships benefit students?

## 2) Admissions Program Design:

By responding to the following questions, describe your methods and techniques to qualify and enroll sufficient applicants and support student retention at assigned centers.

- a) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?
- b) What methods and procedures will you use to ensure applicant eligibility and suitability / readiness for program participation?
- c) What methods will you use to prepare applicants for successful enrollment?
- d) How will you introduce and make use of the PCDP in the admissions process?
- e) What methods will you use to ensure applicant commitment to and retention in Job Corps?
- f) What systems and procedures will you use to ensure achievement of arrival goals?

## b. Career Transition Period ( $\square$ applicable $\boxtimes$ not applicable)

By responding to the following questions, describe how you will provide Career Transition Services that will result in workforce entry, quality jobs and job retention.

| 1) | How will you organize and deploy resources to ensure effective coverage of the geographic area covered by |
|----|---|
|    | the contract?   |